

Notice: This agreement and all of its attachments shall become public upon commissioner of Administrative Services approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

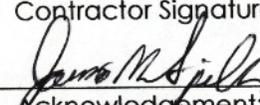
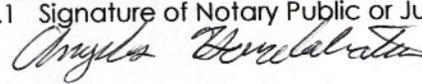
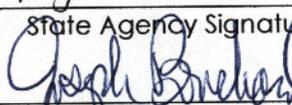
Subject: CONTRACT – SERVICES – UNDERGROUND STORAGE TANK TESTING

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DEPARTMENT ADMINISTRATIVE SERVICES BUREAU OF PURCHASE AND PROPERTY		1.2 State Agency Address STATE HOUSE ANNEX, ROOM 102 25 CAPITOL STREET CONCORD, NH 03301	
1.3 Contractor Name SPILLER TANK SERVICES LLC dba/ TANK TESTING SERVICES OF NEW ENGLAND		1.4 Contractor Address 51 SILKWOOD AVENUE D2 BELMONT NH 03220	
1.5 Contractor Phone # 603-527-8202	1.6 Account Number	1.7 Completion Date October 31, 2018	1.8 Price Limitation \$200,000.00
1.9 Contracting Officer for State Agency ALAN HOFMANN		1.10 State Agency Telephone Number 603-271-2550	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JAMES M. SPILLER, MANAGER	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>September 30th, 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Angelos Havalabatos BSR			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Joseph Bouchard Asst. Comm.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
CONTRACT – SERVICES – UNGERGROUND STORAGE TANK TESTING
EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

The State of New Hampshire ("State"), Department of Administrative Services is contracting with Spiller Tank Services ("Contractor") to provide Underground Storage Tank Testing Services as described herein and in accordance with State of NH Bid Number 1909-17.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. Exhibit A Scope of Services
- c. Exhibit B Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D NH Department of Administrative Services RFB 1909-17.

3. SCOPE OF SERVICES

Contractor shall provide the State the Services required under this Contract, as set forth in Exhibit A: Scope of Services and Exhibit B, Payment Schedule.

4. TERM

4.1 Period of Performance

The Contract is effective upon the approval of the Commissioner of Department of Administrative Services, and shall remain in effect through October 31, 2018.

4.2 Termination

Notwithstanding the foregoing, the State may terminate this Contract with a thirty (30) day written notice to Contractor.

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[Handwritten Signature]
9/30/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
CONTRACT – SERVICES – UNGERGROUND STORAGE TANK TESTING
EXHIBIT A
SCOPE OF SERVICES

5 CONTRACT ADMINISTRATION

5.1 CONTRACTOR CONTRACT MANAGER

Company Name: Spiller Tank Services, LLC.
Contract Manager: James Spiller
Address: 51 Silkwood Avenue D2
Belmont NH 03220
Telephone: 603-527-8202
Facsimile : 603-737-0288
E-mail : jim@ttsne.com

5.2 STATE CONTRACT MANAGER

Contract Manager: Alan Hofmann
Title: Purchasing Manager
Address: 25 Capitol Street
State House Annex, Room 102
Concord, New Hampshire 03301
Telephone: 603-271-2550
Facsimile : 603-271-7564
Email: alan.hofmann@nh.gov

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
CONTRACT – SERVICES – UNGERGROUND STORAGE TANK TESTING
EXHIBIT A

6.0 SCOPE OF SERVICES:

The purpose of this contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein.

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor will work on an on-call basis and will be available to provide work schedules to the State within five (5) business days of the request and, test equipment as outlined in Sections 02101 through 02104 within fifteen (15) business days of the request.

All work performed under this contract shall be conducted in accordance with the New Hampshire Department of Environmental Services (NHDES) Underground Storage Tank Facilities Env-Or 400, NHDES Recovery of Gasoline Vapors Env-Or 500, and other applicable Federal and State regulations (or latest versions). All tasks described herein shall be completed by International Code Council (ICC) certified testers, as appropriate. The Contractor shall provide a list of all certifications and certified personnel (name, ICC #, etc.) intended to work under this contract for approval by the State. Only personnel on the State approved list can perform work under this contract. New personnel and subcontractors can be added to the approved list only with prior approval by the State.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

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The Contractor shall submit to the State a written health and safety program manual within 21 days of the award of this contract. This program manual shall include, but not necessarily limited to, company safety policies, safe work practices, emergency procedures and contact information, standard forms and checklists, and recent company safety statistics. These statistics shall include the Contractor's most recent Experience Modification Rate (EMR) and Total Recordable Incident Rate (TRIR)

If the Contractor's reported EMR or TRIR are significantly higher than industry averages, the State reserves the right to require the Contractor to submit additional safety information or put additional safety procedures in place while working on State projects.

In addition, the Contractor shall prepare a project specific site Health and Safety Plan (HASP). When applicable, the HASP shall be prepared in accordance with OSHA requirements. The plan shall include all State site specific safety policies and procedures. All Contractor site personnel will be required to read and sign the HASP. The plan shall include, but not be limited to, the following:

- All applicable safety rules and regulations;
- Site and task specific emergency procedures; and
- The use of equipment and procedures for testing to ensure a vapor-free working environment.

The Contractor shall conduct and document daily safety meetings. Safety rules may not cover every job situation. Good judgment by the Contractor will dictate any additional precautions necessary.

The Contractor shall be knowledgeable in the mechanical and electrical operation of fuel transfer and dispensing equipment and be responsible for taking appropriate safety precautions before beginning any work on fuel systems, including but not limited to, the following fire code requirements:

- Shut off all electrical power to dispensing devices, the pump serving the dispenser, and to all associated control circuits at the main electrical disconnect;
- Close the emergency shutoff valve for the product line below the dispenser;
- Relieve pressure on the dispenser by depressing the nozzle trigger and emptying residual hose contents into a safety container; and
- Prevent all vehicle traffic and unauthorized persons from coming within 20 feet of the dispensing device(s).

The Contractor shall provide, erect, and maintain all necessary barricades for safety and protection of pedestrian and vehicular traffic during construction involving excavations, holes, electrical equipment, pumps, piping, tanks, etc.

WASTE REMOVAL (RESIDUAL FUELS AND SLUDGE)

The Contractor shall be responsible for the removal of any waste products generated during the testing process, in accordance with State and Federal regulations. The Contractor shall contact the State Agency to discuss waste disposal options should any residual fuels or sludge be generated as part of work. No waste fuel shall be disposed of until a determination has been made regarding the appropriate disposal method.

CLOSE-OUT DOCUMENTATION

The following documents are to be forwarded to the State Agency within 21 calendar days from the time of project/work order completion. If the documents are not received in this time period, the Contractor could be considered in default.

General reporting requirements as specified in Sections 02101 through 02103 which includes the submission of written test results or work summaries signed/certified by the technician for any work requiring a test.

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SECTION 02101
ANNUAL LEAK MONITORING TESTING

PART I GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. Testing Specifications
- C. Reporting
- D. Site Testing

1.2 DESCRIPTION

This section provides standard specifications and protocols for conducting annual leak monitor testing for underground storage tank (UST) systems with secondary containment.

1.3 TESTING SPECIFICATIONS

New Hampshire Department of Environmental Services (NHDES) *Underground Storage Tank Facilities Env-Or 400* requires that all UST leak monitoring equipment be tested annually. Leak monitor testing at State of New Hampshire (the "State") tank facilities shall be conducted in accordance with Env-Or 406.20 and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the leak monitoring equipment is functioning in accordance with the original design function and within manufacturer's requirements.

Annual leak monitor tests shall verify, at a minimum, the following conditions:

- Leak monitor console assignments are correctly programmed and labeled. Included shall be verification that the NHDES required sensor or probe legend is posted at the monitoring console and correct;
- Tank and piping sensors or probes are present and positioned in accordance with manufacturer's requirements;
- Brine level in the interstitial space is within the manufacturer's operating range (if applicable);
- All secondary containment is free of debris, water and regulated substance;
- All sensors or probes are in good condition, inspected, manually tested, confirmed operational;
- Audible alarms are present and operational;
- Visual alarms are present and operational. Where installed, the proper operation of remote annunciator strobe lights shall be verified;
- Verify that the communication system, for example a modem, is operational for leak monitoring systems and will relay alarms to appropriate personnel and/or remote location(s) (if applicable);
- All secondary containment is continuously monitored (if applicable).

1.4 REPORTING

The contractor shall submit the qualifications of the technicians performing the leak monitor testing within 3 days of an authorization to proceed and in all cases before beginning any work.

Annual leak monitoring test results for State UST systems shall be reported on either NHDES' *Annual Leak Monitoring and Overfill Protection Test Form for Underground or Aboveground Storage Tank Systems*, *Annual Automatic Tank Gauge (ATG) Test Form for Underground Storage Tank Systems without Secondary Containment* (both available on the NHDES' website), or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES's One Stop Data and Information System (accessible through NHDES' website). The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within 15 days of the date of the test(s). The State will submit all forms to the NHDES within 30 days of the date of the tests(s) per Env-Or 400.

Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.59, shall be reported to the State Agency by e-mail and telephone within 12 hours of discovery.

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Date 9/30/0

SECTION 02102
OVERFILL PREVENTION DEVICE TESTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. Testing Specifications
- C. Reporting
- D. Site Testing

1.2 DESCRIPTION

This section provides standard specifications and protocols for conducting overfill prevention device testing for underground storage tank (UST) systems.

1.3 TESTING SPECIFICATIONS

New Hampshire Department of Environmental Services (NHDES) *Underground Storage Tank Facilities Env-Or 400* requires that all UST overfill prevention devices be tested triennially. Overfill prevention device testing at State of New Hampshire (the "State") tank facilities shall be conducted in accordance with Env-Or 406.18 and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the overfill prevention device is functioning in accordance with the original design function and within manufacturer's requirements.

Overfill prevention device tests shall verify, at a minimum, the following conditions:

- Overfill model number and manufacturer's name;
- Test results;
- The overfill console, if equipped, is correctly programmed and labeled;
- The overfill device tank sensor is positioned in accordance with the activation height requirements of Env-Or 405.06(c) and manufacturer's requirements;
- The overfill device sensor was visually inspected and confirmed operational by manually simulating an overfill condition per state's and manufacture's requirements;
- The audible alarm, if equipped, is operational and can be heard by delivery person; and
- The visual alarm, if equipped, is operational and can be seen by delivery person.

1.4 REPORTING

The contractor shall submit the qualifications of the technicians performing the leak monitor testing within 3 days of an authorization to proceed and in all cases before beginning any work.

Overfill prevention device test results for State UST systems shall be reported on a NHDES' form still in development (should be available on the NHDES' website shortly), or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System (accessible through NHDES' website). The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within 15 days of the date of the test(s). The State will submit all forms to the NHDES within 30 days of the date of the tests(s) per Env-Or 400.

Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.59, shall be reported to the State Agency by e-mail and telephone within 12 hours of discovery.

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1.8 REPORTING

The contractor shall submit the qualifications of the technicians performing the leak monitor testing within 3 days of an authorization to proceed and in all cases before beginning any work.

a. GENERAL

The Contractor shall provide the State with results/testing documentation no later than 15 days after the test was conducted. Testing reports shall be prepared in accordance with Env-Or 406.13 and shall include at a minimum the following:

- Facility name, location, and registration number;
- Test type and tanks or systems tested;
- Testing procedures and duration time;
- Copies of field technician's testing records;
- Testing completion date and time; and
- Test results signed by the certified technician that performed the work.

b. TANK TIGHTNESS TESTING

Tank tightness test results for State UST systems shall be reported on a NHDES' *Tank and Piping Tightness Testing Form for AST and UST Systems*, or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System (accessible through NHDES' website). The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within 15 days of the date of the test(s). The State will submit all forms to the NHDES within 30 days of the date of the tests(s) per Env-Or 400.

c. PIPING TIGHTNESS TESTING

Piping tightness test results for State UST systems shall be reported on a NHDES' *Tank and Piping Tightness Testing Form for AST and UST Systems*, or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System (accessible through NHDES' website). The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within 15 days of the date of the test(s). The State will submit all forms to the NHDES within 30 days of the date of the tests(s) per Env-Or 400.

d. SUMP TIGHTNESS TESTING

Sump tightness test results for State UST systems shall be reported on a NHDES' form still in development (should be available on the NHDES' website shortly), or another representative form that includes the information required by Env-Or 406.19(d) & (e). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System (accessible through NHDES' website). The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within 15 days of the date of the test(s). The State will submit all forms to the NHDES within 30 days of the date of the tests(s) per Env-Or 400.

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1.8 REPORTING - continued

e. SPILL CONTAINMENT INTEGRITY TESTING

Spill containment integrity tightness test results for State UST systems shall be reported on a NHDES' form still in development (should be available on the NHDES' website shortly), or another representative form that includes the information required by Env-Or 406.19(d) & (e). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System (accessible through NHDES' website). The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within 15 days of the date of the test(s). The State will submit all forms to the NHDES within 30 days of the date of the tests(s) per Env-Or 400.

Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.59, shall be reported to the State Agency by e-mail and telephone within 12 hours of discovery. Examples of unusual operating conditions (Env-Or 406.10(b)) shall include, but are not limited to:

- Erratic behavior of dispensing equipment, the stage I system or stage II system, or overflow protection equipment;
- Water gain or loss in a tank, sump, or system component that might indicate a problem with system tightness;
- A monitoring system indicates that a leak might have occurred;
- Petroleum vapors or vapors of a hazardous substance are detected near the UST system;
- The UST vent stack is bent or angled from the vertical position;
- Visual evidence of system component deterioration is present;
- The UST system is overfilled; and
- Any other evidence that a UST system is not liquid or vapor tight.

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SECTION 02104
STAGE I AND STAGE II INSPECTION AND TESTING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Description
- B. Inspection Specifications
- C. Testing Specifications
- D. Reporting

1.2 DESCRIPTION

This section provides standard specifications and protocols for conducting Stage I and decommissioned Stage II site inspections and testing for underground storage tank (UST) systems.

1.3 ANNUAL STAGE I MAINTENANCE INSPECTION

New Hampshire Department of Environmental Services (NHDES) *Recovery of Gasoline Vapors Env-Or 500* requires that all Stage I equipment be inspected annually. Stage I inspections at State of New Hampshire (the "State") tank facilities shall be conducted in accordance with Env-Or 504.06 and manufacturer's recommendations. All inspectors shall be properly trained in Stage I systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements.

1.4 STAGE I TESTING SPECIFICATIONS

NHDES *Recovery of Gasoline Vapors Env-Or 500* requires that all Stage I equipment must be tested when two (2) monthly maintenance inspections have not been completed, the annual maintenance inspection has not been completed or the Stage I system is not operating properly. Stage I testing at State tank facilities shall be conducted in accordance with Env-Or 504.07 & Env-Or 504.08 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage I systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Contractor shall coordinate a schedule with the requesting Agency, such that the Agency notify NHDES in writing at least 7 working days prior to performing the test of the planned test date, test time.

1.5 PRESSURE DECAY AND PRESSURE/VACUUM VENT CAP TESTING

NHDES *Recovery of Gasoline Vapors Env-Or 500* requires that all decommissioned Stage II sites must continue to comply with the pressure decay and PV vent cap pressure and vacuum testing requirements of Env-Or 505.10 through Env-Or 505.12 for all equipment that remains in place. Pressure decay and pressure/vacuum vent cap testing at State tank facilities shall be conducted in accordance with Env-Or 504.09 & Env-Or 504.10 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage II systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Contractor shall coordinate a schedule with the requesting Agency, such that the Agency notify NHDES in writing at least 7 working days prior to performing the test of the planned test date, test time.

1.6 REPORTING

a. ANNUAL STAGE I MAINTENANCE INSPECTION

Stage I inspection results for State vapor recovery systems shall be reported on NHDES' *Yearly Maintenance Inspections of Vapor Recovery System for AST/UST Gasoline Dispensing Facilities* as appropriate (form is available on the NHDES' website), or another representative form that includes the information. The form shall be completed in its entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System (accessible through NHDES' website). The State Agency shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within 15 days of the date of the inspection(s). The State will submit all forms to the NHDES within 30 days of the date of the tests(s) per Env-Or 500.

Initial and Date all pages

Initials _____

Date _____

JMA
9/30/16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
CONTRACT – SERVICES – UNGERGROUND STORAGE TANK TESTING

EXHIBIT B

Contract value not to exceed \$200,000.00

PERFORMING SERVICES:

The Contractor will perform all services according to the requirements and specifications of this Contract.

ALL RATES ARE INCLUSIVE RATES THAT INCLUDE LABOR, MILEAGE, PARKING, TOLLS, TRANSPORTATION, LODGING, MEALS, PERMITTING AND REPORT PREPARATION / REPRODUCTION.

INVOICING:

All invoices, at a minimum, shall include the following information

- A. Agency name
- B. Location of work
- C. Date work was completed
- D. Brief description of services rendered
- E. Contract number
- F. Rates charged

The invoice shall be sent to the address of the using agency under agreement.

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

PAYMENT:

See Offer Section: Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

OFFER: The Contractor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

Initial and Date all pages

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9/30/16

SPILLER TANK SERVICES	COOS	GRAFTON	CARROLL	SULLIVAN	BELKNAP	CHESHIRE	HILLSBORO	MERRIMACK	ROCKINGHAM	STRAFFORD
SECTION 02101 SPECIFICATIONS. CONDUCT ANNUAL LEAK MONITORING TESTING FOR ONE TANK	\$75	\$75	\$75	\$75	\$65	\$75	\$75	\$65	\$75	\$75
CONDUCT ANNUAL LEAK MONITORING TESTING FOR EACH ADDITIONAL TANK AT THE SAME FACILITY	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
SECTION 02102 SPECIFICATIONS. CONDUCT OVERFILL PREVENTION DEVICE TESTING FOR ONE TANK	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
CONDUCT OVERFILL PREVENTION DEVICE TESTING FOR EACH ADDITIONAL TANK AT THE SAME FACILITY	\$50	\$50	\$50	\$50	\$40	\$50	\$50	\$40	\$50	\$50
SECTION 02103-1.4 CONDUCT TANK TIGHTNESS TESTING FOR ONE TANK	\$750	\$700	\$700	\$700	\$650	\$700	\$700	\$650	\$700	\$700
CONDUCT TANK TIGHTNESS TESTING FOR EACH ADDITIONAL TANK AT THE SAME FACILITY	\$100	\$100	\$100	\$100	\$75	\$100	\$100	\$75	\$100	\$100
SECTION 02103-1.5 CONDUCT PIPING TIGHTNESS TESTING FOR ONE TANK	\$75	\$75	\$75	\$75	\$65	\$75	\$75	\$65	\$75	\$75
CONDUCT PIPING TIGHTNESS TESTING FOR EACH ADDITIONAL TANK AT THE SAME FACILITY	\$50	\$50	\$50	\$50	\$40	\$50	\$50	\$40	\$50	\$50
SECTION 02103-1.6 CONDUCT SUMP TIGHTNESS TESTING FOR ONE TANK.	\$900	\$850	\$850	\$850	\$800	\$850	\$850	\$800	\$850	\$850
CONDUCT SUMP TIGHTNESS TESTING FOR EACH ADDITIONAL TANK AT THE SAME FACILITY	\$400	\$350	\$350	\$350	\$325	\$350	\$350	\$325	\$350	\$350
SECTION 02103-1.7 CONDUCT SPILL CONTAINMENT INTEGRITY TIGHTNESS TESTING FOR ONE TANK.	\$25	\$25	\$25	\$25	\$20	\$25	\$25	\$20	\$25	\$25
CONDUCT SPILL CONTAINMENT INTEGRITY TIGHTNESS TESTING FOR EACH ADDITIONAL TANK AT THE SAME FACILITY	\$25	\$25	\$25	\$25	\$20	\$25	\$25	\$20	\$25	\$25
SECTION 02104-1.3 CONDUCT ANNUAL STAGE 1 MAINT INSPECTION FOR ONE GASOLINE DISPENSING FACILITY	\$125	\$75	\$75	\$75	\$50	\$75	\$75	\$50	\$75	\$75
SECTION 02104-1.4 STAGE 1 CONDUCT STAGE 1 VAPOR RECOVERY TESTING FOR ONE GASOLINE DISPENSING FACILITY	\$500	\$500	\$500	\$500	\$450	\$500	\$500	\$450	\$500	\$500
SECTION 02104-15. CONDUCT PRESSURE/VACUUM VENT CAPTESTING FOR ONE GASOLINE DISPENSING FACILITY	\$50	\$40	\$40	\$40	\$25	\$40	\$40	\$25	\$40	\$40

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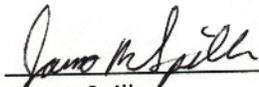
Date

JRS
9/30/10

**CORPORATE ACTION BY CONSENT OF THE
SHAREHOLDER
OF
SPILLER TANK SERVICES, LLC**

As permitted by law, the undersigned Shareholders, being all of the Shareholders of the above corporation, unanimously adopt the following corporate action(s) without a meeting.

- I. **AUTHORIZATION OF CORPORATE ACTION.** The Manager is duly authorized to sign the P-37 agreement to enter into a contract with the State of New Hampshire relative to Bid 1909-17 Contract-Services-Underground Storage Tank Testing.



James Spiller
Manager

9/30/2016
Date

State of NH
County of Merrimack

On this 30 day of September 2016 James Spiller known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he executed the foregoing instrument.



Notary Public

